

**APPENDIX B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

<b>SHIRDENIA BRYANT</b>	:	<b>Civil Action No. C-1-02-006</b>
<b>Plaintiff,</b>	:	<b>(Judge Spiegel)</b>
<b>vs.</b>	:	
<b>PRESCOTT BIGELOW, IV, et al.</b>	:	<b><u>AFFIDAVIT OF PRESCOTT</u></b>
<b>Defendants.</b>	:	<b><u>BIGELOW IV</u></b>

**STATE OF OHIO                    )**  
**)SS:**  
**COUNTY OF HAMILTON)**

Prescott Bigelow IV, being first duly cautioned and sworn, states as follows:

1. I am a Defendant in this civil action.
2. Attached to this Affidavit as Exhibit A is a true and accurate copy of the settlement statement signed by me and Shirdenia Bryant on January 27, 1998.
3. Attached to this Affidavit as Exhibit B is a true and accurate copy of the promissory note which I signed on January 27, 1998, promising to pay Shirdenia Bryant \$19,000.00. The \$19,000.00 corresponds to the "principal of promissory note" referenced in the settlement statement.
4. Attached to this Affidavit as Exhibit C is a copy of the general warranty deed signed by Shirdenia Bryant in which title to the property at 1107 Laidlaw Avenue was transferred to me.

5. Shortly after the closing of January 27, 1998, I received a request from John Marfisi that the \$19,000.00, the subject of the promissory note, be paid to Marfisi.

6. After I received the request from Marfisi, I contacted Shirdenia Bryant. Ms. Bryant confirmed in a telephone conversation with me that the \$19,000.00 should be paid to Mr. Marfisi. Ms. Bryant advised me that Marfisi was going to invest her money, and Ms. Bryant directed me to pay the \$19,000.00 to John Marfisi.

7. Before I made the payment to Marfisi, Ms. Bryant signed on the promissory note which I had previously given to her (Exhibit B) under the language "paid in full". A true and accurate copy of the promissory note bearing the signature by Ms. Bryant under "paid in full" is attached as Exhibit D.

8. Attached to this affidavit as Exhibit E is a true and accurate copy of the promissory note which was signed by John Marfisi, before I made payment to Marfisi.

9. After Ms. Bryant instructed me to pay the \$19,000.00 to Mr. Marfisi, and after Ms. Bryant signed Exhibit D, and after Marfisi signed Exhibit E, I paid John Marfisi \$22,701.66. A true and accurate copy of my check to John Marfisi in that amount is attached to this affidavit as Exhibit F. The total of \$22,701.66 includes the \$19,000.00 that was the subject of the promissory note (Exhibit B).

10. On or about January 6, 1999, I met with Shirdenia Bryant. At that time, Ms. Bryant signed the release dated January 6, 1999, which is attached to this affidavit as Exhibit G.

11. Attached to this affidavit as Exhibit H is a true and accurate copy of the contract to purchase signed by Mr. Marfisi and Ms. Bryant on or about January 7, 1998.

12. Attached to this affidavit as Exhibit I is a true and accurate copy of the lease

agreement signed by myself and Ms. Bryant and dated January 6, 1999.

13. Attached to this affidavit as Exhibit J is a true and accurate copy of the deed signed by Harry Curtis and Patricia Curtis transferring ownership of the premises at 1966 Fairfax Avenue to me.

14. Attached to this affidavit as Exhibit K is a true and accurate copy of the settlement statement signed by myself, Harry Curtis and Patricia Curtis dated August 25, 1999.

The above statements are true to the best of my knowledge and belief.

/s/ Prescott Bigelow IV  
Prescott Bigelow IV

Sworn to and subscribed before me in my presence this 30th day of September, 2003.

/s/ Gary R. Lewis  
Notary Public

GARY R. LEWIS, Attorney at Law  
NOTARY PUBLIC-STATE OF OHIO  
My Commission has no expiration  
Date. Section 147.03 O.R.C.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Affidavit of Prescott Bigelow IV was served upon William H. Blessing, Esq., and James Schwantes, Esq., Attorneys for Plaintiff, 119 East Court Street, Suite 500, Cincinnati, Ohio 45202 by regular U.S. Mail, postage pre-paid this 1st day of October, 2003.

/s/ Gary R. Lewis  
Gary R. Lewis  
Attorney for Defendant Prescott Bigelow and  
Defendant Roseanne Christian